

## **REQUEST FOR PROPOSALS**

- 14. Approve Amendment #5 to RFP-4128-01/BJC – Professional Appraisal Services for Lake Drive Road Improvement Project with Clayton, Roper & Marshall, Inc. of Altamonte Springs, FL (Change the contract term to match the Lake Drive Road Improvement Project completion time. There are additional costs associated with this extension.)**

**FIFTH AMENDMENT TO APPRAISAL SERVICES AGREEMENT (RFP-4128-02/BJC)**  
**LAKE DRIVE ROAD IMPROVEMENT PROJECT**

**THIS FIFTH AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain Agreement made and entered into on the 13<sup>th</sup> day of June, 2002, as amended on July 15, 2002, August 14, 2003, December 30, 2003, and on March 10, 2005, between **CLAYTON, ROPER & MARSHALL, INC.**, whose address is 216 N. Westmonte Drive, Altamonte Springs, Florida 32714, hereinafter referred to as "APPRAISER," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the APPRAISER and COUNTY entered into the above-referenced Agreement on July 13, 2002, as amended on July 15, 2002, August 14, 2003, and on December 30, 2003, and on March 10, 2005 for appraisal services for the Lake Drive Road Improvement Project; and

**WHEREAS**, the parties desire to amend the Agreement so as to extend the term of the Agreement; and

**WHEREAS**, Section 19 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 8 of the Agreement is hereby amended to read:

**SECTION 8. TERM.** This Agreement shall take effect on the date of its execution by the COUNTY and shall remain in effect until completion, review and acceptance of all work required by the Scope of Services.

2. The County Manager is hereby authorized to sign this Amendment on behalf of the County.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

CLAYTON, ROPER & MARSHALL, INC.

\_\_\_\_\_  
STEVEN L. MARSHALL, MAI SRA  
Secretary

By: \_\_\_\_\_  
PAUL A. ROPER, MAI, SRA  
President

(CORPORATE SEAL)

Date: \_\_\_\_\_

WITNESSES:

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_

By: \_\_\_\_\_  
J. KEVIN GRACE, County Manager

For the use and reliance  
of Seminole County only.

Date: \_\_\_\_\_

Approved as to form and  
legal sufficiency.

Within authority of Resolution  
No. 93-R-71 adopted February 23,  
1993.

\_\_\_\_\_  
County Attorney  
AC/lpk  
4/18/05  
5am-rfp-4128